



CITY OF ROCKVILLE
111 Maryland Avenue
Rockville, MD 20850

REQUEST FOR QUOTATION

(THIS IS NOT AN ORDER)

WHEN MAKING INQUIRIES, PLEASE REFERENCE QUOTE #: RFQ 058/FY12	DATE: JUNE 1, 2012
QUOTATION DUE DATE AND TIME: FRIDAY, JUNE 15, 2012 at NOON	REQUIRED DELIVERY BY: JUNE 27, 2012 by 2:30pm ET

FAX, EMAIL OR MAIL QUOTATION TO:

Alex Kramer, Parks and Facilities Division
City of Rockville
14625 Rothgeb Drive
Rockville, MD 20850
FAX: 240-314-8719 TEL 240-314-8712
Email: akramer@rockvillemd.gov

REFERENCE THE CITY'S REQUEST FOR QUOTATION NUMBER ON ALL CORRESPONDENCE. OFFERORS ARE RESPONSIBLE FOR THE TIMELY RETURN OF THIS QUOTATION.

QUOTE: FOB: DESTINATION TO INCLUDE OFF-LOADING, IN ROOM DELIVERY, INSTALLATION, SETUP, CALIBRATION, START-UP, AND TRAINING AS DETERMINED BY THE CITY OF ROCKVILLE.

INSIDE DELIVERY Yes ☒ No

SHIP TO: **CITY OF ROCKVILLE, PARKS AND FACILITIES DEPT. 14625 ROTHGEB DRIVE, ROCKVILLE, MD 20850**

FURNISH ONE (1) KUBOTA RTV900XT UTILITY VEHICLE (BRAND NAME ONLY)

SUBMITTALS required by Fax, Email or Mail (see above for instructions)

- 1) Page 1, Bottom Portion Completed,
- 2) Page 2, Quote Proposal Pricing Page
- 3) Page 3, Warranty Information
- 4) Page 13, Affidavit
- 6) W-9, completed (See link on Page 2)
- 7) Specification/Cut Sheets of Product Offered

See Specifications on pages 4-5

PAYMENT TERMS: NET 30 FOB: DESTINATION DELIVERY: _____ DAYS AFTER RECEIPT OF ORDER

RESPONDENT'S SIGNATURE SHALL INDICATE COMPLIANCE WITH ALL SPECIFICATIONS, TERMS AND CONDITIONS CONTAINED IN THE REQUEST FOR QUOTATION AND ANY SUBSEQUENT ATTACHMENTS OR ADDENDUM.

COMPANY LEGAL NAME: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

SUBMITTED BY: _____

AUTHORIZED SIGNATURE

DATE

PRINT OR TYPE NAME AND TITLE

PHONE: _____ FAX: _____

E-MAIL: _____ EIN OR SS#: _____

ITEM	DESCRIPTION	QTY	UNIT	TOTAL COST
1	<p>FURNISH ONE (1) KUBOTA RTV900XT UTILITY VEHICLE</p> <p>BRAND NAME ONLY: NO SUBSTITUTIONS</p> <p>Model Name/Number: _____</p> <p>Model Year: _____</p> <p>Warranty: Is page 3 completed? _____</p> <p>Can vehicle be delivered by June 27, 2012? _____</p> <p>Delivery will be made within _____ calendar days following receipt of order. Training will occur at time of delivery: ____ (yes) or ____ days after delivery. Time is of the essence.</p> <p>For all quotes, include designs, specifications and/or cut sheets of product offered with the quote document.</p>	1	EA	\$ _____
	<p>GRAND TOTAL</p> <p>Training, Freight/Shipping Costs Must be included in Total Cost/Grand Total</p>			\$ _____

W-9 FORM

Bidder shall submit a completed W-9 form with their quote. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be down loaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXCEPTIONS

Do you claim any exceptions to any specification in this bid? If so, please state below.

ADDENDA

Acknowledgment is hereby made of the following Addenda, *if any*, (identified by number) received since issuance of this quote: _____

INSURANCE

If awarded, the Contractor will be required to submit a certificate of insurance including endorsements and a waiver of subrogation in accordance with the City of Rockville's Insurance Requirements Pages 13-14 . Confirm that you have read the Insurance Requirements and that your firm will be able to submit the certificate of insurance, waiver of subrogation and endorsement documents as specified. _____YES

Warranty/Maintenance Information

Bidders: Please supply the following information during and after the warranty period:

During the warranty period

1. Maintenance (service) is available from (company name, address and contact telephone):

2. The Warranty length is _____ (attach additional pages as required).

3. Detail what the warranty does not include:

After the warranty period

4. Maintenance (service) is available from (company name, address and contact telephone):

5. What is the usual delay period between the time service is requested and the arrival time of the service personnel?

Training

Based on the Training requirements as outlined on page 4, Item 6, and the manufacturer's training recommendations, please state below what the amount of training time will be provided.
Training shall be included in the price of the Kubota RTV900XT Utility vehicle.

On-Site Training Time: _____

Telephone/Follow-up: _____

RFQ 058 /FY12
FURNISH ONE (1) KUBOTA RTV900XT UTILITY VEHICLE (BRAND NAME ONLY)
SPECIFICATIONS

1. SCOPE OF WORK

The City of Rockville is soliciting quotes to furnish one (1) Kubota RTV900XT Utility vehicle for use by the City of Rockville's Parks and Facilities Department as detailed in these specifications.

2. AWARD

Award will be made to the lowest responsive and responsible bidder complying with all provisions of the Request for Quote, provided the quote price is reasonable and in the best interest of the City to accept.

3. TECHNICAL SPECIFICATIONS

The Kubota RTV900XT Utility vehicle shall be a current model (model year 2011 or newer) that is new, unused, and free of all defects. Detailed specifications can be found on page 5.

4. MANUALS

At time of delivery, the Contractor shall provide one (1) operator's/instruction manual and one (1) maintenance manual for the Kubota RTV900XT Utility vehicle. All manuals are to be written in English and can be provided to the City in printed, electronic or CD form.

5. TRAINING

At the time of delivery, Contractor shall provide training to the Parks and Facilities staff. Such training shall consist of, but not be limited to the proper operation, functional capabilities and safety features of the Kubota RTV900XT Utility vehicle. Training shall be included in the price quoted.

6. TECHNICAL QUESTIONS

Technical questions related to this quote can be addressed with Patrick Tarquinio at (240) 314-8768 or email at ptarquinio@rockvillemd.gov.

7. CONTRACTUAL QUESTIONS

Contractual questions related to this quote can be addressed with Anne Coyle, Buyer at 240-314-8435 or acoyle@rockvillemd.gov.

FURNISH ONE (1) KUBOTA RTV900XT UTILITY VEHICLE
BRAND NAME ONLY: NO SUBSTITUTIONS
SPECIFICATIONS CONTINUED

Kubota Model		RTV900XT Utility
Body Color		Orange
Engine	Make	KUBOTA D902-E3-UV
	Type	3 cylinders, 4-cycle, diesel, OHV
	Displacement cu.in (cc)	54.8 (898)
	Horsepower HP (kW)/rpm	21.6 (16.1) @3200
Fuel tank capacity U.S. gals (l)		7.4 (28)
Transmission		Variable hydro transmission (VHT Plus 2)
Max traveling speed mph (km/h)		25 (40)
Wheels, drive system		4 Wheels: 4 Wheel Drive System
Differential lock		Standard; foot operated with mechanical holder
Gear Selection		Hi-Med-Lo range forward, neutral, reverse
Brakes	Front/Rear	Wet-disc brakes
	Parking brake	Rear wheel, hand lever
Steering		Hydrostatic power
Suspension	Front/Rear	Independent, Mac-Pherson strut-type/Semi-independent, DeDion axel w/leaf springs and shock absorbers
Dimensions	Length in. (mm)	119.3 (3030)
	Width in. (mm)	59.8 (1520)
	Height, overall in. (mm)	79.1 (2010)
	Front tread centers in. (mm)	45.3 (1150) w/HDWS
	Rear tread centers in. (mm)	46.5 (1180) w/HDWS
	Wheelbase in. (mm)	77.4 (1965)
	Ground clearance front/rear axle in. (mm)	8.3 (210) / 7.5 (190)
	Turning diameter in. (mm)	25.6 (7.8)
Max. rolling weight (Towing capacity) lbs. (kg)		1300 (590)
Payload capacity lbs. (kg)		1576 (715) w/HDWS, 1565 (710) w/Turf
Weight lbs. (kg)		1995 (905) w/HDWS, 2006 (910) w/Turf
Cargo Bed	Width x Length x Depth in. (mm)	52 (1320) x 46.7 (1180) x 11.4 (290)
	Volume cu ft. (m3)	16 (0.455)
	Bed height (unloaded) in. (mm)	31.5 (800)
	Cargo bed load lbs. (kg)	1102 (500)
Sound level, operator ear db. (A)		89 @ max engine speed w/ no load
Tires	Front	25x10-12 HDWS, 6PLY
	Rear	25x10-12 HDWS, 6PLY
Alloy wheel		Not Required
Front Guard		Standard
Hydraulic bed lift		Standard
Hydraulic Utility Valve		Standard
Speedometer		Standard
Spray-on Bed Liner		N/A



CITY OF ROCKVILLE, MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS
TO BIDDERS
REQUEST FOR QUOTATION – 10/2011

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.
2. **SUBMISSION OF QUOTE** All quotes are to be submitted to the location indicated on the front page of the Request for Quotation form. Unless otherwise specified, the following forms must be submitted:
 - Pricing Form
 - Affidavit (form attached)
 - W-9
 - References, if requested
 - Other forms as requested in the document.

The form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of your bid.

5. **ACCEPTANCE OF BIDS** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.

6. **BID WITHDRAWAL** Bids may be withdrawn or modified under the following circumstances:

- a. Where a mistake is discovered before the bid opening, the bid may be modified or withdrawn by written or electronic notice received by the purchasing agent prior to the time set for bid opening.
- b. Where a mistake is discovered after the bid opening but prior to contract award, a bid: 1) may be corrected where the error is made and the intended bid price can be determined solely from the bid documents submitted, and the purchasing agent determines that the mistake was inadvertent and bona fide; May be withdrawn where the bid was submitted in good faith and the bid price is substantially lower than the other bids due solely to a clerical mistake therein as opposed to a judgment mistake and the mistake was due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid.
- c. No bid may be withdrawn or award canceled when the result would be prejudicial to the interests of the City or fair competition.
- d. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or business to whom the contract is awarded, or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.
- e. If a bid is withdrawn or award canceled under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.
- f. Nothing herein shall prevent the City from rejecting all bids if deemed to be in the interest of the City or fair competition.

7. **BIDDER INTEREST IN MORE THAN ONE BID**

Multiple bids received in response to a single solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

8. **PRICES** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.
9. **ERRORS IN BIDS** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.
10. **TAX EXEMPTION** The City is exempt from the payment of any federal excise or any Maryland sales tax.
11. **SPECIFICATIONS** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.
12. **BID AWARD** Award will be made to lowest responsive and responsible bidder complying with all provisions of the Invitation for Bid, provided the price is reasonable and in the best interest of the City to accept. The City reserves the right to award by individual commodities/services, group, all or none or any combination thereof. When a group is specified, all items in the group must be bid.
13. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.
14. **BIDDER'S PAYMENT TERMS** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.
15. **BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.
16. **PLACING OF ORDERS** Orders against contracts will be placed with the Contractor on a Purchase Order (or Procurement Card - Mastercard) executed by the Purchasing Agent or designee. Where Master Agreements have been released by the City, orders may be placed directly with the Contractor by authorized personnel in the ordering Department(s).
17. **MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.
18. **DELIVERY** Time is of the essence. All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information: 1) the Purchase Order number, 2) Name of the Article and Stock Number, 3) Quantity Ordered, 4) Quantity Shipped, 5) Quantity Backordered, and 5) Name of Contractor.
19. **BILLING** Unless otherwise specified invoices are to be submitted to the "Bill To" address on the Purchase Order immediately upon completion of the shipment or services.
20. **PAYMENT** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.
21. **TRANSFER OF TITLE** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.
22. **DEFECTIVE MATERIALS/WORKMANSHIP** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.
23. **CHANGES IN QUANTITIES/ITEMS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as

given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the Purchasing Agent and it is the Contractor's responsibility to obtain said authorization.

24. **DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.
25. **EXTRA COSTS** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the Purchasing Agent within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.
26. **LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the law of the State of Maryland.
27. **INDEMNIFICATION OF THE MAYOR AND COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and

description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

28. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
29. **TERMINATION FOR CAUSE** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.
30. **TERMINATION FOR CONVENIENCE** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.
31. **TRAVEL TIME** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site.
32. **LANGUAGE** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
33. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing

with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

34. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.
35. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
36. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant because of race, creed, sex, national origin or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

37. **PERMITS AND REGULATIONS** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits.
38. **PATENT RIGHTS** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City.

The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and maintenance of the project for the purposes for which it is intended or adapted. The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

39. **SUBLETTING OR ASSIGNING OF CONTRACT** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion

thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

40. **SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.
41. **NO WAIVER OF CONTRACT** Neither the acceptance by the City nor any order, measurement, certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.
42. **GUARANTEE PERIOD** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage.

If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided. Warranty documents shall be furnished by the Contractor and

shall be delivered to the City before final payment is made.

43. **NOTICE TO BIDDERS** Companies not incorporated in the State of Maryland must be in compliance with the State of Maryland Code of Regulations Title 21, State Procurement Regulations in order to enter into a contract with the City. "Pursuant to 7-201 et seq. of the Corporations and Associations, Article of the Annotated Code of Maryland corporations not incorporated in the State, shall be registered with the Department of Assessments and Taxation, 301 West Preston Street, Baltimore, Maryland 21201 before doing any interstate or foreign business in this state. Before doing any intrastate business in this state, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.
44. **QUALIFICATION TO CONTRACT WITH PUBLIC BODY** Bidders must be qualified to bid in the State in accordance with Section 16-202 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery in furtherance of obtaining a contract from the state or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: <i>WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.</i>
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.</i>
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. <i>Form CA20 48 02 99 form to be both signed and dated.</i>
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability (if applicable)	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville
(Contract #, title) RFQ 058/FY12 FURNISH ONE (1) KUBOTA RTV900XT UTILITY VEHICLE
City Hall
111 Maryland Avenue
Rockville, MD 20850

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the firm of _____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

AFFIDAVIT OF QUALIFICATION TO CONTRACT WITH A PUBLIC BODY

1. Except as described in Paragraph 2 below, neither I nor the above firm nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

- A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:
 - (1) bribery, attempted bribery, or conspiracy to bribe.
 - (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract.
 - (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
 - (4) a criminal violation of an anti-trust statute.
 - (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
 - (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
 - (7) conspiracy to commit any of the foregoing.
- B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.
- C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.
- D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any]. _____

3. I further affirm that neither I nor the above firm shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and affirm under the penalties of perjury that the contents of these affidavits are true and correct.**

Authorized Signature and Title _____ Date _____